

CENTER FOR DISABILITY ACCESS
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Chris Langer,
Plaintiff,

v.

**Harkham Family Enterprises,
L.P.,** a California Limited
Partnership;
Harkham Industries, Inc., a
California Corporation; and Does 1-
10,

Defendants.

Case No.

**Complaint For Damages And
Injunctive Relief For** Violations
Of: American's With Disabilities
Act; Unruh Civil Rights Act

Plaintiff Chris Langer complains of Defendants Harkham Family Enterprises, L.P., a California Limited Partnership; Harkham Industries, Inc., a California Corporation; and Does 1-10 ("Defendants") and alleges as follows:

PARTIES:

1. Plaintiff is a California resident with physical disabilities. He is a paraplegic who cannot walk and who uses a wheelchair for mobility. He has a

1 specially equipped van with a ramp that deploys out of the passenger side of
2 his van and he has a Disabled Person Parking Placard issued to him by the State
3 of California.

4 2. Defendant Harkham Family Enterprises, L.P. owned the real property
5 located at or about 1012 and 1032 S. Los Angeles St., Los Angeles, California,
6 in March 2017.

7 3. Defendant Harkham Family Enterprises, L.P. owns the real property
8 located at or about 1012 and 1032 S. Los Angeles St., Los Angeles, currently.

9 4. Defendant Harkham Industries, Inc. owned the real property located at
10 or about 1012 and 1032 S. Los Angeles St., Los Angeles, California, in March
11 2017.

12 5. Defendant Harkham Industries, Inc. owns the real property located at
13 or about 1012 and 1032 S. Los Angeles St., Los Angeles, currently.

14 6. Plaintiff does not know the true names of Defendants, their business
15 capacities, their ownership connection to the property and business, or their
16 relative responsibilities in causing the access violations herein complained of,
17 and alleges a joint venture and common enterprise by all such Defendants.
18 Plaintiff is informed and believes that each of the Defendants herein,
19 including Does 1 through 10, inclusive, is responsible in some capacity for the
20 events herein alleged, or is a necessary party for obtaining appropriate relief.
21 Plaintiff will seek leave to amend when the true names, capacities,
22 connections, and responsibilities of the Defendants and Does 1 through 10,
23 inclusive, are ascertained.

24
25 **JURISDICTION & VENUE:**

26 7. This Court has subject matter jurisdiction over this action pursuant to
27 28 U.S.C. § 1331 and § 1343(a)(3) & (a)(4) for violations of the Americans with
28 Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.

1 8. Pursuant to supplemental jurisdiction, an attendant and related cause
2 of action, arising from the same nucleus of operative facts and arising out of
3 the same transactions, is also brought under California's Unruh Civil Rights
4 Act, which act expressly incorporates the Americans with Disabilities Act.

5 9. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b) and is
6 founded on the fact that the real property which is the subject of this action is
7 located in this district and that Plaintiff's cause of action arose in this district.

8
9 **FACTUAL ALLEGATIONS:**

10 10. Plaintiff went to the Grant Public Pay Parking and Public Pay Parking
11 Lot in March 2017 to park and shop in the area.

12 11. The Grant Public Pay Parking and Public Pay Parking Lot are facilities
13 open to the public, places of public accommodation, and business
14 establishments.

15 12. Parking spaces are one of the facilities, privileges and advantages
16 offered by Defendants to patrons of the Grant Public Pay Parking and Public
17 Pay Parking Lot.

18 13. Unfortunately, although parking spaces were one of the facilities
19 specifically reserved for patrons, there were no compliant van-accessible
20 handicap parking spaces available for persons with disabilities that complied
21 with the Americans with Disability Act Accessibility Guidelines (ADAAG)
22 during plaintiff's visit.

23 14. There was one parking space marked as reserved for persons with
24 disabilities at the Grant Public Pay Parking but it measured 96 inches in width
25 while the access aisle measured just 60 inches in width. This is not van
26 accessible.

27 15. There were two parking spaces marked and reserved for persons with
28 disabilities at Public Pay Parking Lot but the parking spaces were all designed

1 as standard parking spaces with none of them measuring 132 inches in width
2 that are accompanied by a 60-inch width access aisle (a van-alternative design)
3 or 96 inches in width by an access aisle of 96 inches in width (a traditional van-
4 accessible space). Instead, all of them had access aisles that were 60 inches in
5 width accompanied by parking spaces that were less than 132 inches in width.
6 These are not van accessible.

7 16. Because there are 54 parking spaces in the parking lot serving the Grant
8 Public Pay Parking, there should have been three compliant parking spaces for
9 persons with disabilities. Unfortunately, there was only one accessible space.

10 17. Because there are 210 parking spaces in the parking lot serving the
11 Public Pay Parking, there should have been seven compliant parking spaces for
12 persons with disabilities. Unfortunately, there were only two accessible spaces.

13 18. Additionally, the standard disabled parking spaces at Grant Public Pay
14 Parking and Public Pay Parking Lot did not have the required signage bearing
15 the International Symbol of Accessibility (ISA) logo.

16 19. The standard handicap parking spaces at Grant Public Pay Parking and
17 Public Pay Parking Lot did not have the required "Minimum Fine \$250"
18 signage.

19 20. The standard handicap parking spaces at Grant Public Pay Parking and
20 Public Pay Parking Lot did not have the required tow-away signage.

21 21. The standard handicap parking spaces at Grant Public Pay Parking and
22 Public Pay Parking Lot did not have the required "NO PARKING" lettering in
23 the access aisle.

24 22. Additionally, there were just faded parking spaces that used to be
25 reserved for persons with disabilities at Public Pay Parking Lot. The
26 defendants do not maintain these parking spaces.

27 23. On information and belief, plaintiff alleges that there used to be
28 compliant, maintained, accessible parking spaces in the parking lot prior to

1 plaintiff's visit.

2 24. Plaintiff alleges, on information and belief, defendants allowed the
3 parking spaces that were previously reserved for persons with disabilities to
4 fade away into oblivion.

5 25. Currently, there are no compliant, accessible parking space designed
6 and reserved for persons with disabilities in the parking lot serving the Grant
7 Public Pay Parking and Public Pay Parking Lot.

8 26. Currently, the standard disabled parking spaces at Grant Public Pay
9 Parking and Public Pay Parking Lot do not have the required signage bearing
10 the International Symbol of Accessibility (ISA) logo.

11 27. Currently, the standard handicap parking spaces at Grant Public Pay
12 Parking and Public Pay Parking Lot do not have the required "Minimum Fine
13 \$250" signage.

14 28. Currently, the standard handicap parking spaces at Grant Public Pay
15 Parking and Public Pay Parking Lot do not have the required tow-away signage.

16 29. Currently, the standard handicap parking spaces at Grant Public Pay
17 Parking and Public Pay Parking Lot do not have the required "NO PARKING"
18 lettering in the access aisle.

19 30. The defendants had no policy or plan in place to make sure that the
20 accessible parking spaces reserved for persons with disabilities remained
21 useable prior to plaintiff's visit.

22 31. The defendants have no policy or plan in place to make sure that the
23 accessible parking spaces reserved for persons with disabilities remain useable
24 currently.

25 32. Plaintiff personally encountered these barriers.

26 33. This inaccessible parking lot denied the plaintiff full and equal access
27 and caused him difficulty and frustration.

28 34. As a result of not being able to park at Grant Public Pay Parking Lot,

1 plaintiff had to go to elsewhere. Plaintiff was able to successfully park nearby.

2 35. Plaintiff would like to return and patronize the Grant Public Pay Parking
3 and Public Pay Parking Lot but will be deterred from visiting until the
4 defendants cure the violations.

5 36. The violations identified above are easily removed without much
6 difficulty or expense. They are the types of barriers identified by the
7 Department of Justice as presumably readily achievable to remove and, in fact,
8 these barriers are readily achievable to remove. Moreover, there are numerous
9 alternative accommodations that could be made to provide a greater level of
10 access if complete removal were not achievable.

11 37. For example, there are numerous paint/stripe companies that will come
12 and stripe a parking stall and access aisle and install proper signage on rapid
13 notice, with very modest expense, sometimes as low as \$300 in fully
14 compliance with federal and state access standards.

15 38. Plaintiff is and has been deterred from returning and patronizing the
16 Grant Public Pay Parking and Public Pay Parking Lot because of his knowledge
17 of the illegal barriers that exist. Plaintiff will, nonetheless, return to the
18 business to assess ongoing compliance with the ADA and will return to
19 patronize the Grant Public Pay Parking and Public Pay Parking Lot as a
20 customer once the barriers are removed.

21 39. Given the obvious and blatant violation, the plaintiff alleges, on
22 information and belief, that there are other violations and barriers on the site
23 that relate to his disability. Plaintiff will amend the Complaint to provide
24 proper notice regarding the scope of this lawsuit once he conducts a site
25 inspection. However, please be on notice that the plaintiff seeks to have all
26 barriers related to his disability remedied. See *Doran v. 7-11*, 506 F.3d 1191
27 (9th Cir. 2008) (holding that once a plaintiff encounters one barrier at a site,
28 he can sue to have all barriers that relate to her disability removed regardless

1 of whether he personally encountered them).

2 40. Additionally, on information and belief, the plaintiff alleges that the
3 failure to remove these barriers was intentional because: (1) these particular
4 barriers are intuitive and obvious; (2) the defendants exercised control and
5 dominion over the conditions at this location and, therefore, the lack of
6 accessible facilities was not an “accident” because, had the defendants
7 intended any other configuration, they had the means and ability to make the
8 change.

9
10 **I. FIRST CAUSE OF ACTION: VIOLATION OF THE AMERICANS**
11 **WITH DISABILITIES ACT OF 1990** (On behalf of plaintiffs and against all
12 defendants (42 U.S.C. section 12101, et seq.)

13 41. Plaintiff repleads and incorporates by reference, as if fully set forth
14 again herein, the allegations contained in all prior paragraphs of this
15 complaint.

16 42. Under the ADA, it is an act of discrimination to fail to ensure that the
17 privileges, advantages, accommodations, facilities, goods and services of any
18 place of public accommodation is offered on a full and equal basis by anyone
19 who owns, leases, or operates a place of public accommodation. See 42 U.S.C.
20 § 12182(a). Discrimination is defined, inter alia, as follows:

- 21 a. A failure to make reasonable modifications in policies, practices,
22 or procedures, when such modifications are necessary to afford
23 goods, services, facilities, privileges, advantages, or
24 accommodations to individuals with disabilities, unless the
25 accommodation would work a fundamental alteration of those
26 services and facilities. 42 U.S.C. § 12182(b)(2)(A)(ii).
- 27 b. A failure to remove architectural barriers where such removal is
28 readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). Barriers are

1 defined by reference to the ADAAG, found at 28 C.F.R., Part 36,
2 Appendix "D."

3 c. A failure to make alterations in such a manner that, to the
4 maximum extent feasible, the altered portions of the facility are
5 readily accessible to and usable by individuals with disabilities,
6 including individuals who use wheelchairs or to ensure that, to the
7 maximum extent feasible, the path of travel to the altered area and
8 the bathrooms, telephones, and drinking fountains serving the
9 altered area, are readily accessible to and usable by individuals
10 with disabilities. 42 U.S.C. § 12183(a)(2).

11 43. Any business that provides parking spaces must provide accessible
12 parking spaces. 1991 Standards § 4.1.2(5); 2010 Standards § 208. One in
13 every eight of those accessible parking spaces but not less than one must be a
14 "van" accessible parking space, *i.e.*, having an eight foot access aisle. 1991
15 Standards § 4.1.2(5)(b). Under the 2010 Standards, one in every six accessible
16 parking spaces must be van accessible. 2010 Standards § 208.2.4.

17 44. Here, the lack of van accessible parking space at Grant Public Pay
18 Parking and Public Pay Parking Lot is a violation of the law.

19 45. Any business that provides parking spaces must provide a sufficient
20 number of handicap parking spaces. 1991 Standards § 4.1.2(5). 2010
21 Standards § 208. According to the 1991 Standards, if a parking lot has 107
22 spaces, it must have 5 accessible parking spaces. 1991 Standards § 4.1.2(5)(a).
23 Under the 2010 Standards, a parking lot with 107 spaces must have 5
24 accessible spaces. 2010 Standards § 208.2 and 1 of them must be van
25 accessible. *Id.* at 208.2.4.

26 46. Here, there was just one parking space marked as reserved for persons
27 with disabilities at Grant Public Pay Parking Lot.

28 47. Here, there were just two parking spaces marked as reserved for persons

1 with disabilities at Public Pay Parking Lot.

2 48. Any business that provides parking spaces must provide accessible
3 parking spaces. 1991 Standards § 4.1.2(5); 2010 Standards § 208. To qualify
4 as a reserved handicap parking space, the space must be properly marked and
5 designated. Under the ADA, the method, color of marking, and length of the
6 parking space are to be addressed by state or local laws or regulations. See 36
7 C.F.R., Part 1191, § 502.3.3. Under the California Building Code, to properly
8 and effectively reserve a parking space for persons with disabilities, each
9 parking space must be at least 216 inches in length. CBC § 11B-502.2. The
10 access aisle must extend the full length of the parking spaces it serves. 2010
11 Standards § 502.3.2. Under the California Building Code, a sign must be
12 posted in a conspicuous place at the entrance to the parking lot or immediately
13 adjacent to each handicap parking space, with lettering 1 inch in height, that
14 clearly and conspicuously warn that unauthorized vehicles parking in the
15 handicap parking spaces can be towed at the owner's expense. CBC §
16 1129B.4. The surface of the access aisle must have a blue border. CBC §
17 1129B.3. The words "NO PARKING" in letters at least a foot high must be
18 painted on the access aisle. *Id.*

19 49. Here, there was no pole or wall mounted signage with the wheelchair
20 logo, in violation of the ADA.

21 50. Here, Defendants failed to post the required "Minimum Fine \$250"
22 signs, in violation of the ADA.

23 51. Here, Defendants failed to post the required tow-away signs, in violation
24 of the ADA.

25 52. Here, there was no "NO PARKING" lettering in the access aisle, in
26 violation of the ADA.

27 53. A public accommodation must maintain in operable working condition
28 those features of its facilities and equipment that are required to be readily

1 accessible to and usable by persons with disabilities. 28 C.F.R. § 36.211(a).

2 54. Here, the failure to ensure that the accessible facilities were available
3 and ready to be used by the plaintiff is a violation of the law.

4 55. Given its location and options, plaintiff will continue to desire to
5 patronize the Grant Public Pay Parking and Public Pay Parking Lot but he has
6 been and will continue to be discriminated against due to the lack of accessible
7 facilities and, therefore, seeks injunctive relief to remove the barriers.

8
9 **II. SECOND CAUSE OF ACTION: VIOLATION OF THE UNRUH CIVIL**
10 **RIGHTS ACT** (On behalf of plaintiffs and against all defendants) (Cal Civ §
11 51-53)

12 56. Plaintiff repleads and incorporates by reference, as if fully set forth
13 again herein, the allegations contained in all prior paragraphs of this
14 complaint.

15 57. Because the defendants violated the plaintiffs' rights under the ADA,
16 they also violated the Unruh Civil Rights Act and are liable for damages. (Civ.
17 Code § 51(f), 52(a).)

18 58. Because the violation of the Unruh Civil Rights Act resulted in difficulty,
19 discomfort or embarrassment for the plaintiffs, the defendants are also each
20 responsible for statutory damages, i.e., a civil penalty. (Civ. Code § 55.56(a)-
21 (c).)

22
23 **PRAYER:**

24 Wherefore, Plaintiff prays that this court award damages and provide
25 relief as follows:

26 1. For injunctive relief, compelling defendants to comply with the
27 Americans with Disabilities Act and the Unruh Civil Rights Act. Note: the
28


1 Plaintiff is not invoking section 55 of the California Civil Code and is not
2 seeking injunctive relief under the Disabled Persons Act at all.

3 2. Damages under the Unruh Civil Rights Act which damages provide for
4 actual damages and a statutory minimum of \$4,000.

5 3. Reasonable attorney fees, litigation expenses and costs of suit,
6 pursuant to 42 U.S.C. § 12205; Cal. Civ. Code § 52.

7
8 Dated: June 26, 2017

CENTER FOR DISABILITY ACCESS

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10 By: 
11 Russell Handy, Esq.
12 Attorney for plaintiffs
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